

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ROME DIVISION

JOSE VELASQUEZ, MARIA I.]	
ROLDOS and PAUL E. DYER,]	
]	
Plaintiffs,]	
]	CIVIL ACTION FILE NO.
-Versus-]	
]	4:10CV-22-HLM
SOUTHERN GROUP, LLC;]	
SOUTHERN REAL ESTATE OF]	
TENNESSEE, LLC; TRAVIS]	
SHIELDS, in his Individual Capacity]	
and d/b/a Southern Real Estate,]	
Southern Real Estate, LLC; and]	
Mortgage Payment Services, LLC;]	
JOSHUA DOBSON, in his Individual]	
Capacity and d/b/a Southern Real]	
Estate, Southern Real Estate, LLC; and]	
Mortgage Payment Services, LLC;]	
THOMAS DOBSON, in his Individual]	
Capacity and d/b/a Southern Real]	
Estate, Southern Real Estate, LLC; and]	
Mortgage Payment Services, LLC;]	
SOUTHERN MOUNTAIN]	
RESORTS, LLC; and GM]	
MORTGAGE SERVICES, INC.,]	
]	
Defendants.]	

CONSENT FINAL ORDER

Defendants JOSHUA DOBSON, THOMAS DOBSON, TRAVIS
SHIELD, SOUTHERN GROUP, LLC, SOUTHERN REAL ESTATE OF
TENNESSEE, LLC, and SOUTHERN MOUNTAIN RESORTS, LLC

(“Defendants”) and the Plaintiffs have reached a settlement agreement resolving all issues between them. The Defendants have denied any liability in this matter and continue to do so. The parties have agreed to certain actions to be taken by the Defendants and to certain payments to be made by the Defendants to the Plaintiffs by December 31, 2010. The parties have agreed to enter this order now. As long as payment is made as contemplated, this order would be moot.

The Plaintiffs have agreed that they will take no action to collect the monies owed by the Defendants pursuant to their settlement agreement or this order until after December 31, 2010. The parties hereto also agree that each party is responsible for their own attorney’s fees and costs. No interest shall begin to run or accrue until January 1, 2011.

It is hereby Ordered and Adjudged that Defendants shall pay to the Plaintiffs, JOSE VELASQUEZ and MARIA I. ROLDOS, \$7,500.00 by December 31, 2010 and shall pay to the Plaintiff, PAUL DYER, \$7,500.00 by December 31, 2010 for a total payment of \$15,000.00. Defendants also agree to cancel the second mortgages currently being held by the Defendants for the Plaintiffs. No action shall be taken to collect on this judgment if all monies are paid by December 31, 2010. If all monies are not paid by December 31, 2010, Plaintiffs may take action to collect. No interest shall be due if all monies are

paid by December 31, 2010. If all monies are not paid by December 31, 2010, interest shall begin to accrue on January 1, 2011. If Defendants do not pay by December 31, 2010, they will be responsible for attorney's fees and costs associated with collection, if any.

So Ordered this 9th day of November, 2010.


HON. HAROLD L. MURPHY
UNITED STATES DISTRICT JUDGE

Prepared by:

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Agreed to by:

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